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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

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Street and Apt. No., or PO Box No.
433 River Street

City, State, ZIP+4®
Troy, NY 12180

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**CODE ENFORCEMENT OFFICER
CODE ENFORCEMENT OFFICE
CITY OF TROY
433 RIVER STREET
TROY NY 12180**

2. Article Number

(Transfer from service label)

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X **SS RT34C18** ☐ Agent ☐ Address

B. Received by (Printed Name)

Lucy

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

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BARCLAY DAMON^{LLP}

Courtney M. Merriman
Partner

December 14, 2020

VIA CERTIFIED MAIL

Honorable Patrick Madden
City of Troy
433 River Street
Troy, NY 12180

Re: Troy (Smith Ave) - Environmental Easement
Address: 25 Smith Avenue, City of Troy, New York
(Tax Map #90.62-4-11)
Owner: Niagara Mohawk Power Corporation d/b/a National Grid
Site No.: 442030

Dear Mayor Madden:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department")

on October 20, 2020,
by Niagara Mohawk Power Corporation d/b/a National Grid
for property at 25 Smith Avenue, City of Troy, New York
Tax Map No.: 90.62-4-11
DEC Site No: 442030

This Environmental Easement restricts future use of the above-referenced property to restricted commercial or industrial use. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall

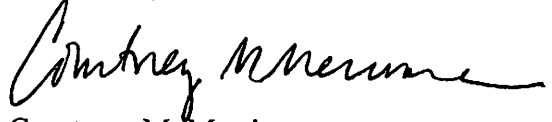
Barclay Damon Tower – 125 East Jefferson Street – Syracuse, New York 13202 barclaydamon.com
cmerriman@barclaydamon.com Direct: 315.425.2715 Fax: 315.703.7359

also provide a copy of any documents modifying or terminating such environmental easement.

2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,



Courtney M. Merriman

CMM/jml
Attachment

cc: Code Enforcement Office (w/attachment)



RENSSELAER COUNTY – STATE OF NEW YORK
FRANK MEROLA COUNTY CLERK
105 THIRD STREET, TROY, NEW YORK 12180

[Handwritten signature]

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



BOOK/PAGE: 9368 / 248
INSTRUMENT #: 2020-578581

Receipt#: 1272558
Clerk: RK
Rec Date: 11/18/2020 03:24:43 PM
Doc Grp: RP
Descrip: EASEMENT
Num Pgs: 12
Rec'd Frm: STEWART TITLE

Party1: NIAGARA MOHAWK POWER CORP
Party2: PEOPLE OF THE STATE OF NEW YORK
Town: TROY

Recording:

Cover Page	5.00
Recording Fee	75.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 105.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 105.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax #: 1479

Transfer Tax

Consideration: 0.00

Total: 0.00

Record and Return To:

BARCLAY DAMON LLP
125 E JEFFERSON ST
SYRACUSE NY 13202

WARNING***

I hereby certify that the within and foregoing was recorded in the Rensselaer County Clerk's Office, State of New York. This sheet constitutes the Clerk's endorsement required by Section 316 of the Real Property Law of the State of New York.

[Handwritten signature of Frank Merola]

Frank Merola
Rensselaer County Clerk

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this 20th day of October, 2020 between Owner, Niagara Mohawk Power Corporation d/b/a National Grid, having an office at 300 Erie Boulevard West, Syracuse, New York 13202, County of Onondaga, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 25 Smith Avenue in the City of Troy, County of Rensselaer and State of New York, known and designated on the tax map of the County Clerk of Rensselaer as tax map parcel numbers: Section 90.62 Block 4 Lot 11, being the same as that property conveyed to Grantor by the following thirteen deeds:

- Deed dated October 21, 1889 and recorded in the Rensselaer County Clerk's Office in Liber and Page 229/280.
- Deed dated November 10, 1899 and recorded in the Rensselaer County Clerk's Office in Liber and Page 270/481.
- Deed dated November 15, 1899 and recorded in the Rensselaer County Clerk's Office in Liber and Page 270/483.
- A deed dated March 29, 1915 and recorded in the Rensselaer County Clerk's Office in Liber and Page 358/287.

- Deed dated April 21, 1915 and recorded in the Rensselaer County Clerk's Office in Liber and Page 359/143.
- Deed dated April 13, 1917 and recorded in the Rensselaer County Clerk's Office in Liber and Page 372/219.
- Deed dated December 2, 1920 and recorded in the Rensselaer County Clerk's Office in Liber and Page 392/153.
- Deed dated April 17, 1973 and recorded in the Rensselaer County Clerk's Office in Liber and Page 1250/131.
- Deed dated February 9, 1982 and recorded in the Rensselaer County Clerk's Office in Liber and Page 1342/951.
- Deed dated October 22, 1982 and recorded in the Rensselaer County Clerk's Office in Liber and Page 1350/997.
- Deed dated June 13, 1983 and recorded in the Rensselaer County Clerk's Office in Liber and Page 1358/524.
- Deed dated February 9, 1984 and recorded in the Rensselaer County Clerk's Office in Liber and Page 1364/498.
- Deed dated February 9, 1984 and recorded in the Rensselaer County Clerk's Office in Liber and Page 1364/500.

The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 4.721 +/- acres, and is hereinafter more fully described in the Land Title Survey dated January 31, 2018 as last revised on October 2, 2019 prepared by William J. Nettleton P.L.S. of C.T. Male Associates, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: A4-0473-0000, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.
2. **Institutional and Engineering Controls.** The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are

binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Rensselaer County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination

that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

- (1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).
- (2) the institutional controls and/or engineering controls employed at such site:
 - (i) are in-place;
 - (ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and
 - (iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: 442030
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Niagara Mohawk Power Corporation d/b/a National Grid:

By: *Charles Willard*

Print Name: Charles Willard

Title: Authorized Rep Date: 2/18/2020

Grantor's Acknowledgment

STATE OF NEW YORK)
COUNTY OF Onondaga) ss:

On the 18 day of February in the year 2020, before me, the undersigned, personally appeared Charles Willard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Kelly Marie Likens
Notary Public - State of New York



B+H
Barclay Damon
Barclay Damon Tower
125 E. Jefferson St.
Syracuse NY 13202-9801

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:


Michael J. Ryan, Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 20th day of October, in the year 2020 before me, the undersigned, personally appeared Michael J. Ryan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

LAWRENCE H. WEINTRAUB
Notary Public, State of New York
Registration No. 02WE6408234
Qualified in Schenectady County
Commission Expires August 17, 2024

SCHEDULE "A" PROPERTY DESCRIPTION

**DESCRIPTION
ENVIRONMENTAL EASEMENT
LANDS NOW OR FORMERLY OF
NIAGARA MOHAWK POWER CORPORATION
CITY OF TROY, COUNTY OF RENSSELAER, STATE OF NEW YORK
AREA = 4.721± ACRES OF LAND**

All that certain tract, piece or parcel of land situate in the City of Troy, County of Rensselaer, State of New York, lying Northerly of Douw Street, generally West of River Street and East of the Hudson River, and being more particularly bounded and described as follows:

BEGINNING at a point on the Northerly street boundary of Douw Street (50-foot-wide right-of-way) at its point of intersection with the division line between the lands now or formerly of Niagara Mohawk Power Corporation as described in Book 1350 at Page 997 on the West and the lands now or formerly of Stephen R. Bourdages as described in Book 1639 at Page 52 on the East and runs thence from said point of beginning along the Northerly street boundary of Douw Street (50-foot-wide right-of-way) North 83 deg. 33 min. 32 sec. West 355.28 feet to its point of intersection with the high water line of the Hudson River; thence in a Northerly direction along said high water line 290± feet to its point of intersection with the division line between the lands now or formerly of Niagara Mohawk Power Corporation as described in Book 1250 at Page 131 on the South and the lands of the United States of America as shown on a map entitled "New York State Department Of Public Works Description And Map For The Acquisition Of Property Interstate Route Connection 504-1-1 Albany-Couse, Rensselaer County Map No. 500 Parcel 500," dated September 25, 1962 and on file in the office's of the New York State Department of Transportation, the tie for the last described course being North 01 deg. 36 min. 00 sec. West 286.02 feet; thence South 83 deg. 21 min. 00 sec. East along said division line between the said lands now or formerly of Niagara Mohawk Power Corporation as described in Book 1250 at Page 131 on the South and the said lands of the United States of America on the North 100.29 feet to its point of intersection with the common division line between the lands now or formerly of Troy

Gas Company as described in Book 229 at Page 280, Book 270 at Page 481, and Book 270 at Page 483 on the East and the said lands of the United States of America on the West; thence North 07 deg. 27 min. 00 sec. East along the last mentioned division line 277.04 feet to its point of intersection with the division line between the said lands now or formerly of Troy Gas Company as described in Book 270 at Page 483 on the South and reputed lands of the United States of America on the North; thence South 82 deg. 53 min. 57 sec. East along the last mentioned division line 132.06 feet to its point of intersection with the Westerly street boundary of Turner Street (formerly Water Street) (60-foot-wide right-of-way); thence South 00 deg. 10 min. 32 sec. East along said Westerly street boundary of Turner Street 83.52 feet to its point of intersection with the Southerly terminus of Turner Street (formerly Water Street); thence South 82 deg. 53 min. 57 sec. East along said Southerly terminus of Turner Street 60.49 feet to its point of intersection with the Easterly street boundary of Turner Street (formerly Water Street) (60-foot-wide right-of-way); thence along said Easterly street boundary of Turner Street North 00 deg. 10 min. 32 sec. East 12.02 feet to its point of intersection with the division line between the said lands now or formerly of Troy Gas Company as described in Book 372 at Page 219 on the South and the lands now or formerly of Augustine L. Casey III and Margaret E. Casey as described in Book 1756 at Page 306 on the North; thence South 82 deg. 53 min. 57 sec. East along the last mentioned division line 120.16 feet to its point of intersection with the Westerly street boundary of President Street (formerly Marsh Street) (50-foot-wide right-of-way); thence South 00 deg. 10 min. 32 sec. East along said Westerly street boundary of President Street 77.92 feet to its point of intersection with the common division line between the said lands now or formerly of Troy Gas Company as described in Book 229 at Page 280 on the South and the Southerly terminus of President Street and lands now or formerly of Augustine L. Casey and Margaret E. Casey as described in Volume 6230 at Page 197 on the North; thence South 82 deg. 53 min. 57 sec. East along the last mentioned common division line 170.48 feet to its point of intersection with the Westerly street boundary of

George Street (20-foot-wide right-of-way); thence along said Westerly street boundary of George Street South 00 deg. 11 min. 31 sec. East 125.75 feet to its point of intersection with the Northerly street boundary of Smith Avenue (50-foot-wide right-of-way); thence North 83 deg. 20 min. 56 sec. West along said Northerly street boundary of Smith Avenue 224.41 feet to its point of intersection with the common division line between the said lands now or formerly of Niagara Mohawk Power Corporation as described in Book 1250 at Page 131 and the said lands now or formerly of Troy Gas Company as described in Book 392 at Page 153 on the West and the terminus of Smith Avenue (50-foot-wide right-of-way) and lands now or formerly of Brian Sanvidge as described in Book 3441 at Page 195 Doc. No. 2006-00228531 on the East; thence along said common division line the following two (2) courses: 1) South 06 deg. 39 min. 04 sec. West 50.00 feet to a point; and 2) South 06 deg. 39 min. 04 sec. West 105.00 feet to its point of intersection with the division line between the said lands now or formerly of Niagara Mohawk Power Corporation as described in Book 1364 at Page 498 on the West and the terminus of Center Street (20-foot-wide right-of-way) on the East; thence South 05 deg. 53 min. 31 sec. West along the last mentioned division line 21.76 feet to its point of intersection with the above first mentioned division line; thence along said above first mentioned division line South 06 deg. 26 min. 28 sec. West 105.00 feet to the point or place of beginning and containing 4.721 acres of land, more or less.

Subject to any covenants, easements, or restrictions of record.